

KEY INFORMATION SUMMARY SHEET
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Request for Proposals No. S00R5400009
Armed Security Guard Services

Procurement Officer:	Michael Conaway 410-514-7148 (FAX) 410-987-4676 conaway@mdhousing.org
Contract Monitor:	Deb Tolson
Submit Proposals to:	Department of Housing and Community Development Attention: Michael Conaway 100 Community Place Crownsville, Maryland 21032-2023
Solicitation Issue Date:	March 6, 2015
Closing Date and Time:	March 27, 2015 at 2:00 p.m. local time
Anticipated Contract Start:	April 13, 2015

NOTICE

Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that any amendments to the RFP and other communications may be sent to them.

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes to provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or, if you have chosen not to respond, fax the completed form to 410-987-4676.

1. If you have responded with a "no bid" please indicate the reasons below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- ☐ We cannot be competitive. (Explain in Remarks Section)
- ☐ Time allotted for bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Explain in Remarks Section)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- ☐ MBE requirements (Explain in REMARKS section)
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- ☐ Payment schedule is too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone _____

Address: _____

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ATTACHMENTS:

- A. Contract Terms**
- B. Bid/Proposal Affidavit**
- C. Contract Affidavit**
- D. Living Wage Attachment**
- D-1 Living Wage Affidavit**
- E. Price Proposal Form**

SECTION 1. PROPOSAL INFORMATION

1.1 PURPOSE

The Maryland Department of Housing and Community Development (DHCD), a principal department of the State of Maryland (State), is issuing this Request for Proposals (RFP) seeking Armed Security Guard Services at 7800 Harkins Road, New Carrollton, MD 20706.

1.2 ABBREVIATIONS AND DEFINITIONS

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- b. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- c. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
- d. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- e. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- f. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- g. **Department or (DHCD)** – Department of Housing and Community Development.
- h. **eMM** – eMaryland Marketplace (see RFP Section 1.8).
- i. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- j. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

- k. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- l. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- m. **Offeror** – An entity that submits a Proposal in response to this RFP.
- n. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- o. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- p. **Request for Proposals (RFP)** – This Request for Proposals issued by the Department, Solicitation Number S00R5400002 dated June 17, 2014, including any addenda.
- q. **State** – The State of Maryland.
- r. **Total Evaluated Price Proposal** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment F – Price Form, and used in the financial evaluation of Proposals (see RFP Section 5.3).
- s. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- t. **Working Day(s)** – Same as “Business Day(s).”

1.3 ISSUING OFFICE AND PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this Request for Proposals (RFP) is the Procurement Officer at the Issuing Office address listed below:

Michael Conaway
Department of Housing and Community Development
100 Community Place, Room 2.609
Crownsville, Maryland 21032-2023
Telephone: 410-514-7148

E-mail: michael.conaway@maryland.gov

This RFP is also available on DHCD's website in PDF format:
<http://www.mdhousing.org/Website/Procure>

1.4 PROCUREMENT METHOD

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.5 QUESTIONS

Questions will be accepted from prospective Offerors and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer.

The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all offerors who are known to have received a copy of this RFP.

1.6 PROPOSAL SUBMISSION REQUIREMENTS AND DEADLINE

An unbound, clearly marked original and three (3) bound copies of the Technical Proposal, in a separate sealed envelope marked "Armed Security Guard Services – Technical Proposal" and an unbound, clearly marked original and three (3) bound copies of the Price Proposal in a separate sealed envelope marked "Armed Security Guard Services – Price Proposal" must be received at the Issuing Office no later than the date and time listed on the Key Information Summary Sheet, in order to be considered, except as provided in COMAR 21.05.02.10. The original shall be clearly identified and shall bear the original signature of the individual authorized to commit the firm.

Requests for an extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Proposals submitted by e-mail or facsimile will not be accepted. Opened proposals will not be returned to Offerors.

1.7 PRE -PROPOSAL CONFERENCE

There is not a pre-proposal conference scheduled for this RFP.

1.8 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.9 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for a period of one hundred twenty (120) days following the closing date. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.10 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the standard contract terms and conditions, included as Attachment A. Any exceptions to this RFP, or Attachment A attached, must be clearly identified in the Executive Summary submitted with the Technical Proposal. A proposal that takes exception to these terms may not be reasonably susceptible of being selected for award.

1.11 INCORPORATION OF RFP AND PROPOSAL

The applicable sections of this RFP and the successful Offeror's proposal shall be incorporated into the resulting contract.

1.12 BID/PROPOSAL AFFIDAVIT AND RESIDENT AGENT

Offerors must submit a completed Bid/Proposal Affidavit, Attachment B, with their Technical Proposal. If an item on this Affidavit is not applicable, please indicate so. All blanks are to either contain an answer or a Not Applicable designation.

Additionally, in order to legally conduct business within the State of Maryland, all corporate entities must appoint and maintain a Resident Agent who receives legal process and other communications on behalf of the entity.

The failure to register and designate a Resident Agent may foreclose or hinder the company's ability to legally enter into contracts and gain access to the state courts. Moreover, it may subject the company to monetary, civil, and possibly criminal sanctions. Also, failure to maintain a Resident Agent may cause your company to fall out of "good standing" within the State. This will subject your license to do business within the State to forfeiture, with monetary penalties assessed to reinstate your company to a "good standing."

1.13 CONTRACT AFFIDAVIT

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror(s) will be required to complete and submit to the Procurement Officer a Contract Affidavit confirming that all statements made on the Bid/Proposal Affidavit (Attachment B) remain true and correct in all respects as of the date of the Contract. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP.

1.14 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

1.15 RFP CANCELLATION / REJECTION

The State reserves the right to cancel this RFP at any time prior to contract award pursuant to COMAR 21.06.02.02. The State also reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP and to waive or permit cure of minor irregularities in any manner necessary to serve the best interests of the State of Maryland. Offerors whose proposals are not accepted will be notified in writing.

1.16 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal or in performing any other activities relative to this solicitation.

1.17 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP.

1.18 PROTESTS/DISPUTES

Any protests or disputes related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10, Administrative and Civil Remedies.

1.19 USE OF EMARYLAND MARKETPLACE

e-Maryland Marketplace is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHCD web site (www.mdhousing.org) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DHCD responses, addenda, and other solicitation related information may be provided via e-Maryland Marketplace.

This means that all such information is immediately available to organizations that subscribe to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace, free of charge.

1.20 ACCESS TO PUBLIC RECORDS ACT NOTICE

Offerors should give specific attention to the clear identification of those portions of their proposal that are considered confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. This information is to be placed after the Title Page and before the Table of Contents of the respective proposal to facilitate public inspection of the non-confidential portion of the proposal. Respondents are advised that, upon request for this information from a third party, DHCD is required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.21 ARREARAGES

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland. This includes the payment of taxes and employee benefits. The Offeror shall not become so in arrears during the term of the Contract if selected for contract award.

1.22 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.23 RECIPROCAL PREFERENCE

The provisions of State Finance and Procurement Article Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation. If applicable, a nonresident Offeror submitting an offer for this solicitation shall attach to the offer a copy of the current statute, resolution, policy, procedure, or executive order of the resident state for the nonresident Offeror that pertains to that state's treatment of nonresident Offerors for similar services. A preference shall be identical to the preference that the other state gives to its residents.

1.24 FALSE STATEMENTS

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- A. In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact;
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- B. Aiding or conspiring with others – A person may not aid or conspire with another person to commit an act under subsection (A) of this section.
- C. Penalty – A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.25 ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 Vendor Electronic Funds Registration Request Form may be downloaded from:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.26 SMALL BUSINESSES

This solicitation is not designated as a Small Business Reserve (SBE) Procurement.

1.27 SUBSTITUTION OF PERSONNEL

- A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working

under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.

3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same

information or items to the Contract Monitor as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance

issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.28 PROMPT PAYMENT POLICY

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at: http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf

1.29 MINORITY BUSINESS ENTERPRISE GOALS

There is no MBE subcontractor participation goal for this procurement.

1.30 VETERAN-OWNED SMALL BUSINESS ENTERPRISE GOALS

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

SECTION 2. CONTRACT INFORMATION

2.1 PARTIES TO THE CONTRACT

The contract entered into as a result of the response to this RFP shall be by and between the successful Offeror as Contractor and DHCD, and shall include the terms and conditions of Attachment A of this RFP and generally the provisions of this RFP. Any exceptions must be clearly identified in the Executive Summary section of the Technical Proposal. Attachment A is included for information only and is not to be submitted with the Offeror's proposal.

2.2 CONTRACT TERM

The contract resulting from this RFP shall commence on April 13, 2015, and shall end on March 31, 2016.

2.3 CONTRACT TYPE

The Contract awarded as a result of this solicitation shall be an indefinite quantity contract with fixed unit prices as defined by COMAR 21.06.03.06 A (2).

2.4 COMPENSATION AND METHOD OF PAYMENT

The following applies separately to each Contractor selected:

A. Compensation

1. DHCD will pay the contractor the price as detailed in the Contractor's Financial Proposal as outlined in Attachment E.

B. Method of Payment

1. Payment to the Contractor will be upon approval by DHCD of an accurate invoice detailing the services rendered. Invoices must be addressed to the Contract Manager, Department of Housing and Community Development, 7800 Harkins Road, New Carrollton, MD 20706.
2. A proper invoice must include vendor's mailing address, the vendor's Federal Tax ID number, the State's assigned contract control number, a copy of any approved task-order for which payment is being requested, and goods/services provided.
3. Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

2.5 SCOPE OF CONTRACT

Work to be performed and the services to be provided by the Contractor(s) will consist of the items described in Section 4 of this RFP.

2.6 CONTRACTOR RESPONSIBILITIES

The Contractor will assume sole responsibility for all work to be performed under their Contract and will be the sole point of contact for DHCD with regard to contractual matters.

2.7 WORK PRODUCTS

All products, including work papers, draft documents, notes, calculations and all other written materials regarding the engagements prepared under the terms of this contract are the property of the State of Maryland, and shall be delivered at the end of the contract in a form useable to DHCD.

2.8 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless DHCD and the State from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation in any manner whatsoever of any information, data, or records pertaining in any way to the contract by the Contractor and its employees.

2.9 LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment D entitled Living Wage Requirements for Service Contracts). **If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If

the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract. The Offeror must identify in their Offer the location(s) from which services will be provided.

SECTION 3. MINIMUM QUALIFICATIONS

The following qualifications must be met to be considered:

- A. **Experience:** The Offeror shall have at least three (3) recent years of experience providing armed security guard services as described in Section 4, Scope of Services.
- B. **References:** The Offeror shall provide three (3) references of comparable armed security guard services within the last three (3) years.
- C. **License:** The offeror shall provide a copy of the guard license (for each guard proposed to work under this RFP) for the State of Maryland; TITLE 19, Subtitle 4 of the Maryland Code Annotated Business Occupation & Profession Article.
- D. **Firearms Permit:** The offeror shall provide a copy of the firearms permit (for each guard proposed to work under this RFP).

SECTION 4. SCOPE OF SERVICES

4.1 BACKGROUND

Department of Housing and Community Development (DHCD) is requesting the services of one armed guard working an eight (8) hour shift from 6:00am to 2:00pm and a second armed guard working an eight (8) hour shift from 2:00pm to 10:00pm per day Monday through Friday at 7800 Harkins Road, New Carrollton, Md. 20706.

4.2 SCOPE OF SERVICES

Contractor shall:

1. Furnish all labor, equipment, and supplies necessary to perform the armed guard services for the DHCD building, grounds, and parking lots in strict conformity with the methods and conditions hereinafter specified.
2. Provide armed security services on State workdays, starting fifteen minutes before opening hour of 06:00 (6:00 am), and ending fifteen minutes after closing hours of 2200 (10:00 pm). Additional days or evenings may be necessary depending on building usage. Work hours for security guards are covered in Section 4.3 of these Specifications.

3. Security Guard services may include coverage of the internal building rounds, external building rounds, and state car compound. The Contractor must be able to provide the uniformed armed guard services described in this solicitation. These services must be provided in an orderly, continuous and consistent manner, which will support the effective delivery of services to the employees and customers, and cannot cause disruption to the agency operation.

4.3 WORKING HOURS AND LOCATION

1. The following location and schedule represent the maximum number of hours anticipated for the scope of the contract. DHCD will notify the Contractor of any additional after-hour services on an as-needed basis in writing.

- a. DHCD office located at 7800 Harkins Road, New Carrollton, Md. 20706 (4 floors - approximately 100,000 square feet);
- b. Two (2) FTE armed security guards; 1 eight hour shift each.
- c. Continuous security guard service is to be provided from 5:45 a.m. until 2:00 p.m. shift change, 2:00 p.m. until 10:15 p.m.
- d. A schedule will be provided to the selected vendor upon award.
- e. Estimated hours for Armed Guards for this facility during normal working hours as defined in 1c: 3,758 hours per year.
- f. Estimated hours for Armed Guards for this facility during non-working hours and Holidays: 40 hours per year.

2. The full-time guard will have 30 minutes each day for lunch. The Facilities and Fleet Management Services staff will be responsible for relieving the security guard for lunches & breaks.

3. The guard will make sure all employees and visitors have left the building before leaving. Note: Any employees remaining must have an active PROX (Proximity Card System for building access) in order to exit the building.

4. The guard post must be manned during duty.

4.4 GUARD DUTIES

Guard duties to be provided shall include, but are not limited to the following:

- 4.4.1 Maintain a safe and secure environment for the employees, and visitors of the Maryland Department of Housing and Community Development.
- 4.4.2 Assure no unauthorized person or person(s) are in the building at the beginning of the shift and prior to close of shift. If employees and/or visitors are still in the

building at the end of the shift, the guard shall remain until the last customer has left the building. This excludes employees of DHCD who have a PROX Badge.

- 4.4.3 Control access to the building at all times, permitting only authorized persons to enter the premises.
- 4.4.4 Ensure that all DHCD and State employees visibly display, and wear their ID badges upon arrival, returning from lunch, a meeting, walking, and/or smoking as well as throughout the day. Anyone failing to properly wear their ID must show their photo ID (i.e. driver's license), sign the employee log, and then the guard will report them to the Contract Monitor.
- 4.4.5 Obtain proper driver's license; or photo ID for all visitors prior to granting them access to the building, issue the appropriate visitor ID badge(s) to visitors, ensure that all visitors are escorted to their destinations. State employees from other agencies must also sign the visitor log book and be escorted to their destination. Note the only exceptions are DHCD employees visiting from the Baltimore and/or Cambridge Offices.
- 4.4.6 Observe activities of individuals in the building to insure that the building rules and regulations are observed by requesting compliance. Should an individual ignore the rules for compliance, the guard is to immediately notify the Contract Monitor or Designee.
- 4.4.7 Monitor security cameras located on the premises (i.e. back door, loading dock, Harkins Rd. entrance, parking lots, and security gate. Communicate with visitors and/or delivery personnel at the security gate for access to lot. If someone is at the wrong address and/or entrance is refused the security guard must let the vehicle through the gate instructing them they will be required to turn around, the guard then must go outside to make sure the vehicle turns around and leaves the premises.
- 4.4.8 Ensure that all deliveries (i.e. to include food, flowers, hand carry, commercial deliveries, etc.) are directed to the loading dock via the outside entrance, call person/programs as to visitors in order to secure an escort to and from the lobby area except for the main conference room/training center.
- 4.4.9 Ensure the appropriate ID badge(s) are issued to visitors, main conference room attendees, and forgotten employee badges.
- 4.4.10 Maintain an entrance and exit log during, before, and after business hours (8:30 am – 5:00 pm) subject to change. Record all visitors entering the premises, check

identification of visitors, issue visitor badges, and verify employee ID badges for all employees entering the premises prior 7:00 am or after 6:00 pm.

- 4.4.11 Direct all construction, service, and maintenance personnel to the Office of Facilities and Fleet Management Services (FFMS) during business hours. Prior or after business hours a list of any authorized personnel will be given to security in order to allow access in areas such as mechanical rooms, electrical rooms, telephone closets, server room, storage rooms, etc. as directed by the Contract Monitor or Designee., Ensure that they sign in and out on the visitor log book.
- 4.4.12 Control access to parking lot; enforce rules on parking in permit areas, visitors parking areas, and restricted parking areas and submit a daily list of permit holders' usage to the Contract Monitor or Designee.
- 4.4.13 Guard the premises against fire, theft, pilferage, malicious injury, damage and destruction.
- 4.4.14 Ensure any State property that is removed from the premises is accompanied by a completed and approved DHCD Property Pass authorizing the property to leave the premises.
- 4.4.15 Permit only authorized persons to enter DHCD controlled access areas.
- 4.4.16 Report in writing any unusual occurrences and/or incidents that happen during the course of duty by way of an Incident Report to be provided by the Contractor. This report must be completed immediately following an incident. The original report shall be given to the DHCD Contract Monitor.
- 4.4.17 Call DHCD employee conducting meeting to escort visitors to meeting rooms.
- 4.4.18 Participate in scheduled disaster and fire drills in accordance with the agency's established evacuation plan.
- 4.4.19 Security may be requested by the Contract Monitor or Designee to patrol parking areas, state car compound, and grounds to check in order to prevent theft and vandalism to vehicles and property.
- 4.4.20 Guards shall be issued building access card, keys to the front door. The keys will remain behind the front desk in the designated area aside from when the keys are in use. The building access card will be in the possession of the security guard at all times.

- 4.4.21 The guards shall notify the Prince George's County Police Department and the DHCD Contract Monitor or designee in case of theft, vandalism, unauthorized entry, unsuccessful de-escalating situations, or any other crime. The guard shall write an Incident Report (to be provided by the Contractor) and present it to the DHCD Contract Monitor or designee through the Contractor's Project Manager, no later than the next business morning.
- 4.4.22 The guards shall write and submit Incident Reports (to be provided by the Contractor) to the DHCD Contract Monitor or designee for the following items, including, but not limited to: Threats, Fire, Maintenance, Suspicious activity, Potential Safety Hazard, Verbal Abuse, Assault, Unusual Activity, etc.
- 4.4.23 The guards shall direct service workers, delivery persons, and others to the correct entry point and advise of procedures.
- 4.4.24 If and when necessary, the guards shall inform all employees, customers and visitors of the State's no smoking regulations as per the Governor's Executive Order of 1992.
- 4.4.25 Guards shall log in all visitors by name, purpose of visit, name of employee whom they are visiting, and issue a temporary badge for the date of the visit. The individual being visited shall be notified of the visitor's presence and instructed to escort the visitor to their destination.
- 4.4.26 Upon arriving to work, the guards will sign in. The guards will sign out at the end of the shift.
- 4.4.27 Guards shall instruct customers to be seated in the waiting area in a quiet and orderly manner while waiting to be seen. At no time while on duty will the guard leave the post unattended. The Contractor Project Manager and the DHCD Contract Monitor or designee must be notified if a guard has to leave the post while on duty and must stay at the post until a replacement guard has arrived.
- 4.4.28 When requesting leave, the guards must notify the Contractor's Project Manager and the DHCD Contract Monitor as early in advance as possible so that that the Contractor can find a replacement guard. The guards must notify the Contractor's Project Manager and DHCD Contract Monitor or designee immediately in the event of an unscheduled absence so that the Contractor can find a replacement guard.
- 4.4.29 Guards shall show politeness and courtesy to customers and employees at all times. Effective customer service is the DHCD's primary goal.

4.5 GUARDS SHALL NOT

- 4.5.1 Leave the post unattended.
- 4.5.2 Bring their children, grandchildren, relatives or pets to work with them or to babysit them during their shift.
- 4.5.3 Have personal visitors during their shift.
- 4.5.4 Fraternize with customers, staff, and other guards while on duty.
- 4.5.5 Have congregating at the security desk.
- 4.5.6 Use force except to defend themselves or others when in immediate danger.
- 4.5.7 Make verbal or written statements regarding incidents, situations, or circumstances at the DHCD facility. The exception is when logging an incident report as required elsewhere in these specifications.
- 4.5.8 Engage in any unauthorized investigative or detective work.
- 4.5.9 Surrender keys to any unauthorized individual without the prior approval of the DHCD Contract Monitor or designee.
- 4.5.10 Disclose elevator codes, door cipher codes, access card, nor any other security codes of the DHCD facility.
- 4.5.11 Remove keys, supplies, furniture, or equipment from the DHCD facility.
- 4.5.12 Make personal telephone calls except in case of extreme emergency. In such event, the security officer shall notify the Contract Monitor or Designee.
- 4.5.13 Eat or drink while on duty, except during breaks or specified lunch times; such exceptions will be confined to the employees' lunch room.
- 4.5.14 Smoke or chew tobacco in any area of the building while on duty or off duty.
- 4.5.15 Security should enforce the no smoking policy on State property except in the designated area. Note: no smoking within 25 feet of any building entrance.
- 4.5.16 Engage in loud or boisterous behavior.
- 4.5.17 Be under the influence of alcohol or drugs (grounds for immediate termination).

- 4.5.18 Participate in any form of gambling.
- 4.5.19 Sleep while on duty.
- 4.5.20 Play radio or watch TV, DVD while on duty. Note may work on laptop computer with authorization by the DHCD Contract Administrator or designee.
- 4.5.21 Confiscate any money inadvertently left in DHCD or on the DHCD grounds. All lost and found items must be turned into the facility manager in (FFMS).
- 4.5.22 Permit customers or staff members to sit at the security desk with the guard.
- 4.5.23 Solicit on State property.
- 4.5.24 Distribute, circulate or offer for sale any religious, philosophical, or theological material while on duty.
- 4.5.25 Engage in any political activities while on duty.
- 4.5.26 Make any arrests or detentions of individuals.
- 4.5.27 Sign a complaint on behalf of any State agency or State employee.
- 4.5.28 Request the towing of any vehicle without consent from the Contract Monitor or designee of FFMS .
- 4.5.29 Engage in any commercial endeavors or activities while on duty.
- 4.5.30 Guards shall not sit at employee's desk, read or peruse the contents of any files, folders, letters, memos, etc. left on desks or tables of State agencies.

FAILURE TO COMPLY WITH THESE STANDARDS OF CONDUCT will result in deductions from payment under this Contract through non-payment for all hours worked by security guards who do not meet the above standards of conduct and may result in the security guard involved being removed from service at this facility at the request of the Contract Monitor or Designee.

4.6 GUARD EQUIPMENT

The Contractor shall issue and pay for equipment as specified below for all guards while on duty:

4.6.1 Standard issue by the contractor gun and ammunition.

4.6.2 Mag-Lite 3 cell flashlights w/ belt holster, two-way radios. Contractor shall supply all replacement batteries, accessories.

4.6.3 Guards must be issued and wear uniforms bearing insignia and/or name of the security guard company which is clearly visible to the public while on duty.

4.6.4 Other equipment as may be agreed upon as part of the terms of this contract.

4.6.5 Guards shall utilize a two-way radio which must be kept in the guard's possession at all times while on duty.

4.6.6 One (1) cellular telephone.

4.6.7 All equipment shall be maintained in working order by the Contractor. Other equipment may be required as may be agreed upon by both parties as part of the terms of this contract.

4.7. GUARD APPEARANCE and UNIFORMS

4.7.1 Guards must be clean and properly groomed with an acceptable haircut, similar to police department standards, with any facial hair neatly trimmed and hair pulled away from the face.

4.7.2 The successful bidder provides guard's uniforms. Guards shall arrive ready for duty and completely outfitted.

4.7.3 All uniforms must comply with OSHA, MOSHA, and other local, state, and federal statutes and requirements. Uniforms must fit properly and must be clean and pressed. Name tags must be worn on the outer garment and be easily visible.

4.7.4 Shoes must be black and in good condition and polished.

4.7.5 Telephones: One (1) desk telephone shall be provided by the State for the use of the Contractor. All charges for calls – local, long distance, information services, etc. - made from these telephones shall be the responsibility of the Contractor.

4.7.6 Failure to furnish equipment or to maintain equipment in proper working order without written consent from the Contract Monitor or Designee., will result in deductions from payment under this Contract through non-payment for all hours worked by the security officer who were not equipped as required by the above terms of this contract.

4.8 GUARD UNIFORM EXPENSE

The Contractor shall pay for the cost, maintenance, and upkeep of uniforms; and cannot pass those costs to the employee (as a deduction from wages) unless the employee has expressly agreed to the deduction in writing in accordance with the Labor and Employment Article, § 3-503, Annotated Code of Maryland.

4.9 GUARD LOGS

- 4.9.1 The Contractor shall provide a logbook for the guards to make daily shift entries of all activities and special notes. This logbook is to be reviewed and initialed weekly by the DHCD Contract Administrator or designee.
- 4.9.2 All guards shall sign in and out in the logbook. At the beginning of each shift, all guards shall prepare the guards log by signing that day's date, print and sign his/her name.
- 4.9.3 All entries in the guard's log shall be printed or written legibly. Any falsification of information written or printed in the log is grounds for denying payment to the successful bidder, and/or possible termination of the contract.
- 4.9.4 All incidents must be reported in this log and provided to the Contract Monitor by the start of the next morning's shift.
- 4.9.5 At the conclusion of each shift, guards shall leave the log at their assigned desk for review by the DHCD Contract Monitor or designee.

4.10 ASSIGNMENT OF GUARDS

- 4.10.1 The Contractor must assign the same guard to the same shift on the same days of the week. This will ensure continuity for staff and the operation. However, the Project Manager may reassign guards if deemed necessary.
- 4.10.2 Replacement guards must have prior clearance and be trained in all aspects of required duties as described in Section 4.4. A summary of all possible replacement guards shall be submitted to the DHCD Contract Monitor in advance of the assignment of said replacement.
- 4.10.3 Replacement guards shall carry the same certifications as the assigned guard if the regular guard cannot report to DHCD for work. No guards may leave their post until properly relieved of their duties.

- 4.10.4 The Contractor shall at no time furnish guards who have not met minimum qualifications and training as required by the contract.
- 4.10.5 All guards must be punctual and have a good attendance record. Guards who are constantly tardy and who have a record of unscheduled absences will not be permitted to continue to work under this contract at DHCD.
- 4.10.6 The Contractor must furnish a qualified replacement guard within two (2) hours if assigned guard is absent for any reason. Failure to provide security will result in the contractor being held liable for costs incurred by the Agency to obtain security. Upon request by the DHCD Contract Monitor the contractor agrees to remove any guard who, in the opinion of DHCD, is undesirable to perform guard service under this contract. The contractor must furnish a qualified replacement guard immediately. Failure to replace the guard within two (2) hours of the request will be grounds for denying payment to the contractor for the period in question.

4.11 RESPONSIBILITY FOR KEYS

It is the responsibility of the contractor and his/her employees to ensure the safe keeping of all keys that have been assigned to the contractor and is responsible for any costs associated with re-keying or replacement of the locks involved. Any lost or stolen key will be reported to the dhcd contract administrator or designee immediately, in writing and verbally.

4.12 THE STATE AGREES

- 4.12.1 To provide written instructions specifying the days and hours of the week uniformed armed guard service is to be provided, tours of duty required, duties to be performed by the guard and location of guard post. This information will be prepared by the DHCD Contract Monitor or designee and furnished to the successful offeror after the award of the contract. The DHCD Contract Monitor or designee may alter these instructions at any time.
- 4.12.2 That all persons performing work under this contract shall at all times be recognized as Contract Guard Service employees under the control of the Contractor. However, the Contractor, his/her agents, and employees shall, in the performance of services hereunder, comply with written or verbal instructions received from the DHCD Contract Monitor or designee.
- 4.12.3 Not to solicit the Contractor's employees for hire, however, it cannot accept responsibility for the Equal Employment Opportunity Program of the Department of Budget and Management, which provides equal job consideration and certification to all job applicants.

4.13 DHCD CONTRACT MONITOR

The DHCD Contract Monitor for this project is Deb Tolson, Director of Facilities and Fleet Management Services (FFMS). The DHCD Contract Monitor will work directly with the Contractor; and will also monitor the vendor's performance under this Contract.

DHCD Contract Monitor ensures contractor compliance under this Contract.
DHCD's Contract Monitor shall:

- 4.13.1 Work directly with the Contractor; and will be the day-to-day contact with the Contractor during the Contract term.
- 4.13.2 Be available during normal business hours (06:00 to 22:00 hours) and any other times in case of emergencies.
- 4.13.3 Meet with Contractor twice a year to review at minimum security guard performance, security guard training and certifications updates, and discuss communication between the DHCD and the Contractor. DHCD reserves the right to request additional meetings.
- 4.13.4 The Contractor shall provide a copy of their Organization Chart and updates they make within twenty-four hours and/or upon request.

4.14 CONTRACTOR'S PROJECT MANAGER

- 4.14.1 Be available during normal business hours (06:00 to 22:00 hours) and any other times in case of emergencies to make all necessary arrangements for guard services.
- 4.14.2 Assure all watches are covered as directed by these specifications and dealing with the Contractor at the highest local level if necessary should a problem arise.
- 4.14.3 Train replacement guards as needed. All replacement guards must be approved by the DHCD Contract Monitor or designee.
- 4.14.4 The Project Manager must provide corrective action plans to the DHCD Contract Monitor or designee within ten (10) business days for any issues such as guard performance, attendance, or otherwise specified. The DHCD Contract Monitor or designee will review the plan and provide feedback and enhancements to the Contractor. DHCD must approve the corrective action plan.

4.15 REPLACEMENT SECURITY GUARDS

- 4.15.1 Replacement guards must be approved by the DHCD Contract Monitor and the or designee.
- 4.15.2 Replacement guards must be trained by the Contractor's Project Manager.
- 4.15.3 Replacement guard qualifications verification listed in section 4.16 must be provided to the DHCD Contract Monitor or designee before the replacement guard performs security guard services at DHCD.

4.16 TRAINING

- 4.16.1 Adequate training for security guards must be assured. Each guard must meet the following training requirements, and the Contractor must submit to the DHCD Contract Monitor or designee written evidence that each employee assigned to DHCD has been trained and certified as specified in this section within five (5) days of completing the training.
- 4.16.2 The DHCD Contract Monitor or designee shall present an initial orientation of DHCD to each guard. The orientation will include:
 - A. Tour of the building and grounds;
 - B. Location of fire, safety equipment, and alarms;
 - C. Use of an incident report;
 - D. Organization and mission of the Agency;
 - E. Post assignments;
 - F. Response procedures to emergencies, fire alarms, injured or sick persons, bomb threats, police assistance, other disasters;
 - G. Orientation to Agency programs; and
 - H. Sign-In and Out procedures.
- 4.16.3 The Contractor shall be responsible to arrange and provide for all necessary or required job-related training on an ongoing and consistent basis for the term of the contract at no additional cost to DHCD. The training should include the following subjects:
 - A. Conduct on duty;
 - B. Appearance;
 - C. Uniforms and equipment;
 - D. Public relations;
 - E. Taking notes and notifying authorities;
 - F. Report writing;
 - G. Communication – Telephone, verbal, written;
 - H. Found property procedures;

- I. Bomb threat procedures;
- J. Security of elevators, proximity doors, alarms;
- K. Fire and safety procedures;
- L. First Aid and CPR;
- M. Legal restriction on search and seizure;
- N. Escort techniques;
- O. Observation and description detention;
- P. Terrorism and hostage situations;
- Q. Response to crime in progress; and
- R. State Rules, Procedures, Policies.

4.16.4 All replacement guards shall meet the same training requirements, and the Contractor shall be responsible to train new and replacement employees in the areas required.

4.16.5 The DHCD Contract Monitor or designee is authorized to inspect, monitor, and evaluate the training curriculum. The DHCD Contract Monitor or designee may ask for a copy of the training curriculum. Contractor shall provide the training curriculum within five (5) business days.

4.16.6 If training sessions are held during the week, it will be the Contractor's responsibility to have a replacement guard assigned to DHCD during these training sessions at no additional cost to DHCD.

4.16.7 All formal security training required shall be administered by persons who are certified by the state of Maryland as being qualified to instruct or teach the specific or topic required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution recognized by the State of Maryland, or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct in an authoritative, practical and current manner.

4.16.8 Report of training completion and score of the test given must be in the form of a written report upon the completion of all required training, and shall be submitted by the Contractor to the DHCD Contract Monitor or designee.

4.17 INSURANCE REQUIREMENTS

4.17.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for

Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

- 4.17.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 4.17.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 4.17.4 The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 4.17.5 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
 - a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 4.12.1.
 - c. Errors and Omissions/Professional Liability as required in Section 4.12.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 4.12.3.
 - e. Employee Theft Insurance as required in Section 4.12.4.
- 4.17.6 The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All

insurance policies shall be with a company licensed by the State to do business and to provide such policies.

- 4.17.7 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

SECTION 5. PROPOSAL FORMAT

5.1 GENERAL

The Offeror's Technical Proposal should be prepared in a straightforward and concise manner, detailing the Offeror's capabilities to satisfy the requirements of this RFP and should conform to the Outline listed in Section 5.2.B below.

5.2 TECHNICAL PROPOSAL

A. General:

Offerors must submit, under separate cover, a clearly marked original and three (3) copies of the Technical Proposal in a separate sealed envelope titled "Armed Security Guard Services – Technical Proposal."

Offerors should include a transmittal letter on the Offeror's stationery, signed by an individual who is authorized to bind the firm to all statements in the proposal and the services and requirements as stated in the RFP.

B. Outline of sections to be included in the Technical Proposal:

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Tab 1 – Minimum Qualifications

The Offeror shall demonstrate that it meets the qualifications outlined in Section 3 by:

- A. Demonstrating that it has at least three (3) years of experience providing armed security guard services as described in Section 4, Scope of Services.
- B. Providing three (3) references of comparable armed security guard services within the last three (3) years.
- C. Providing copies of a guard license for each guard proposed to work under this contract.

- D. Providing copies of a firearms permit for each guard that is proposed to work under this contract.

Tab 2 – Executive Summary

- A. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The summary shall provide a broad overview of the Offeror’s understanding of the contents of the RFP and how the Offeror’s proposal meets the scope of services outlined in Section 4. If any addendum or amendments have been issued to this RFP, the Offeror shall acknowledge same in this section.
- B. Any exceptions to this RFP or the terms and conditions outlined in Attachment A or any other attachment must be clearly identified in this section. Exceptions may result in the proposal being rejected or being determined not reasonably susceptible of being selected for award.

Tab 3 – Required Submissions

- A. Bid/Proposal Affidavit (Attachment B) – completed and signed by an individual authorized to bind the Offeror. All questions are to be answered on Attachment B. If a question is not applicable please indicate so.
- B. Maryland Living Wage Requirements Affidavit of Agreement (Attachment D-1).

Tab 4 – Work Plan

This section shall provide a detailed discussion of the Offeror's service capabilities demonstrating the Offeror’s approaches to address the requirements outlined in Section 4 of this RFP.

Tab 5 – Economic Benefit to the State of Maryland

- A. Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland’s economy specifically offered.
- B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

- D. As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:
1. Generic statements that the State will benefit from the offeror's superior performance under the contract;
 2. Descriptions of the number of offeror employees located in Maryland other than those that will be performing work under this contract; or
 3. Tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.
- F. Discussion of Maryland based employees or locations may be appropriate if the offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.
- G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
1. The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.
 2. The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
 3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 4. Subcontract dollars committed to Maryland small businesses and MBEs.
 5. Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

5.3 PRICE PROPOSAL

Offerors shall submit one (1) original and three (3) copies of the price proposal on Attachment E in a separate sealed envelope captioned as specified in Section 1.6 of this RFP and signed by an official authorized to bind the Offeror.

SECTION 6. EVALUATION PROCEDURE AND CONTRACT AWARD

6.1 EVALUATION COMMITTEE

The Procurement Officer shall establish an Evaluation Committee, which may include individuals from within or outside of State government. The Procurement Officer reserves the right to reject, in whole or in part, any and all proposals received as a result of this RFP, to waive minor irregularities in proposals, and to enter into discussions with all responsible offerors in any manner deemed necessary to serve the best interest of DHCD and the State. Offerors whose proposals are not accepted will be notified in writing.

6.2 DISCUSSIONS/ORAL PRESENTATIONS

All Offerors who appear to be responsible and whose proposals are initially classified as being reasonably susceptible of being selected for award (or potentially so) may be required to participate in discussions with, the Evaluation Committee. Offerors will be notified as to a date for oral presentations. Offerors must confirm in writing any substantive oral clarification of their proposal made in the course of discussions and all written clarifications will become part of the Offeror's Technical Proposal.

Price Proposals from only those responsible Offerors whose proposals are finally deemed reasonably susceptible of being selected for award will be opened following the discussion and presentation process.

If following the opening of the price proposals, the Procurement Officer determines that further discussion is in the best interest of DHCD and the State, the Procurement Officer will notify all of the Offerors of the date on which such discussions will be conducted. Upon completion of all discussions and upon receipt of any "best and final offers" submitted as a result of such discussions, the Evaluation Committee shall recommend to the Procurement Officer the award of the Contract to the responsible Offeror whose combined technical and price proposal is determined to be the most advantageous to DHCD and the State.

6.3 TECHNICAL PROPOSAL EVALUATION CRITERIA

The Evaluation Committee will conduct their evaluation of the Technical Proposals received on the basis of the following criteria in descending order of importance:

- A. Work Plan, as described in Section 5.2, Tab 4; and
- B. Economic Benefits, as described in Section 5.2, Tab 5.

6.4 PRICE PROPOSAL SELECTION CRITERIA

Price Proposals will not be opened until the evaluation of the Technical Proposal is complete. The Price Proposal evaluation will be based upon the prices submitted by the Offeror on Attachment E – Price Proposal Form, and best and final offers, if any. Proposals will be ranked in order from lowest to highest cost to the State.

6.5 WEIGHTING OF TECHNICAL AND PRICE PROPOSALS

The Technical Proposal will have equal weight to the Price Proposal in determining the most advantageous offer.

6.6 CONTRACT AWARD

It is DHCD's intention to award one (1) contract to the Offeror whose proposal is determined to be the most advantageous to the State.